

BEFORE THE
OHIO ENVIRONMENTAL PROTECTION AGENCY

OHIO E.P.A.

FEB -9 2010

ENTERED DIRECTOR'S JOURNAL

In the Matter of:

Georgia-Pacific Chemicals LLC
Georgia Pacific LLC
133 Peachtree Street, N.E.
P.O. Box 105605
Atlanta, Georgia 30348

Respondent

For the Site Known As:

Georgia-Pacific Resins, Inc.
1975 Watkins Road
Columbus, OH 43207

**Director's Final
Findings and Orders
For Remedial Design and
Remedial Action**

I certify this to be a true and accurate copy of the
official documents as filed in the records of the Ohio
Environmental Protection Agency.

By Debra Cassel Dated 2-9-10

PREAMBLE

It is hereby agreed to by the Parties as follows:

I. JURISDICTION

1. These Director's Final Findings and Orders ("Orders") are issued to Georgia-Pacific Chemicals LLC, pursuant to the authority vested in the Director of Ohio EPA under Ohio Revised Code ("ORC") §§ 3734.13, 3734.20, 6111.03, and 3745.01 and section 107(a)(4)(A) of CERCLA, 42 U.S.C. § 9607(a)(4)(A).

II. PARTIES BOUND

2. These Orders shall apply to and be binding upon Respondent and its successors in interest liable under Ohio law.
3. No change in ownership or corporate status of the Respondent, or of the Facility owned by Respondent including, but not limited to, any transfer of assets or real or personal property, shall in any way alter Respondent's obligations under these Orders.
4. Respondent shall provide a copy of these Orders to all contractors, subcontractors, laboratories and consultants retained to conduct any portion of the Work performed pursuant to these Orders. Respondent shall ensure that all contractors, subcontractors, laboratories and consultants retained to perform the Work pursuant

to these Orders also comply with the applicable provisions of these Orders.

III. DEFINITIONS

5. Unless otherwise expressly provided herein, all terms used in these Orders or in any appendices shall have the same meaning as defined in ORC Chapters 3734 and 6111, and the rules promulgated thereunder. Whenever the terms listed below are used in these Orders or in any appendices, attached hereto and incorporated herein, the following definitions shall apply:
- A. "CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C 9601 *et seq.*
 - B. "Day" means a calendar day unless expressly stated to be a business day. "Business day" shall mean a day other than a Saturday, Sunday, or state holiday. In computing any period of time under these Orders, where the last day would fall on a Saturday, Sunday, or state holiday, the period shall run until the close of the next business day.
 - C. "Decision Document" means the remedial action selected by the Director of Ohio EPA for the Site as set forth in the document attached to these Orders as Appendix A.
 - D. "Facility" means the Respondent's facility located at 1975 Watkins Road in Columbus, Franklin County, Ohio,
 - E. "NCP" means the National Oil and Hazardous Substances Pollution Contingency Plan, codified at 40 C.F.R. Part 300 (1990), as amended.
 - F. "Ohio EPA" means the Ohio Environmental Protection Agency and its designated representatives.
 - G. "Paragraph" means a portion of these Orders identified by an arabic numeral or an uppercase or lowercase letter.
 - H. "Parties" means Respondent and the Ohio EPA.
 - I. "Remedial Action" ("RA") means those activities to be undertaken by Respondent to implement and maintain the effectiveness of the remedy, as detailed in the final plans and specifications submitted by Respondent pursuant to the Remedial Design and Remedial Action Work Plan and approved by Ohio EPA.

- J. "Remedial Design" ("RD") means those activities to be undertaken by Respondent to develop the final plans and specifications for the Remedial Action pursuant to the Remedial Design and Remedial Action Work Plan and approved by Ohio EPA.
- K. "Remedial Design and Remedial Action Work Plan" ("RD/RA Work Plan") means the document submitted by Respondent and approved by Ohio EPA pursuant to the Performance of Work Section of these Orders.
- L. "Respondent" means Georgia-Pacific Chemicals LLC ("Georgia-Pacific"), a Delaware corporation and an indirect, wholly owned, subsidiary of Georgia-Pacific LLC, a Georgia corporation, its successors and assigns.
- M. "Response Costs" means all costs, not inconsistent with the NCP, including, but not limited to, payroll costs, contractor costs, travel costs, direct costs, overhead costs, legal and enforcement related costs, oversight costs, laboratory costs, and the costs of reviewing or developing plans, reports, and other items pursuant to these Orders, verifying the Work, or otherwise implementing or enforcing these Orders.
- N. "Section" means a portion of these Orders identified by a roman numeral.
- O. "Site" means the Georgia-Pacific Chemicals LLC facility, formerly Georgia-Pacific Resins, Inc., located at 1975 Watkins Road, Columbus, Franklin County, Ohio where the historical releases or disposal of hazardous waste, and/or the discharge to waters of the state of industrial waste or other wastes have occurred, including any other area where such hazardous wastes, industrial wastes, and/or other wastes historically had migrated or threaten to migrate.
- P. "Statement of Work" ("SOW") means the statement of work for the implementation of the Remedial Design and Remedial Action at the Site, as set forth in Appendix B to these Orders. The SOW is not specific to this Site, and shall be used as an outline in developing site-specific work plans.
- Q. "Subject Property" means the footprint of the closed landfill, as described by the legal description in the attached Environmental Covenant (Appendix E).
- R. "Transferee" means any future owner of any interest in the Site, including but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and lessees.

- S. "Waste Material" means (1) any "hazardous waste" under ORC § 3734.01(J); (2) any "solid waste" under ORC § 3734.01(E); (3) any "industrial waste" under ORC § 6111.01(C); and (4) any "other waste" under ORC § 6111.01(D).
- T. "Work" means all activities Respondent is required to perform under the Performance of Work and Additional Work Sections of these Orders.

IV. FINDINGS

- 6. All of the findings necessary for the issuance of these Orders pursuant to ORC §§ 3734.13, 3734.20, 6111.03, and 3745.01 have been made and are outlined below. The Director of Ohio EPA has made the following findings:
 - A. The Georgia-Pacific Chemicals LLC facility ("Facility") is located at 1975 Watkins Road in Columbus, Franklin County, Ohio, and has operated since 1970. Formaldehyde is manufactured at the Facility, using methyl alcohol (methanol) as its primary raw material. Phenol and formaldehyde are used to manufacture various synthetic resins used in the production of building materials, fertilizers and insulation.
 - B. Data collected by Ohio EPA indicate that there have been releases of Waste Materials containing formaldehyde, methanol or phenol at the Site. Some of the specific incidents are outlined below:
 - i. On May 17, 1976, as a result of a spill, Georgia-Pacific discharged an unknown quantity of a phenol/formaldehyde reaction product to the waters of the state. Testing of the Obetz Creek tributary ("stream") by Ohio EPA Emergency Response personnel indicated a phenol concentration of over 150 parts per million (ppm), a 0.37 percent concentration of formaldehyde and a 0.30 percent concentration of methanol. Testing by Georgia-Pacific indicated up to 300 ppm phenol in the stream.
 - ii. On January 3, 1984, Ohio EPA Emergency Response personnel responded to a phenol release from Georgia-Pacific to a creek. The quantity of phenol released was undetermined.
 - iii. On February 7, 1984, Ohio EPA Emergency Response personnel responded to a 1,500 pound release of phenol into an Obetz Creek tributary stream. Testing by Ohio EPA indicated levels up to 222 ppm

of phenol in the waters of the stream.

- iv. On May 7, 1984, Ohio EPA Emergency Response personnel responded to a 2,000 gallon release of a formaldehyde/phenol mixture to the atmosphere. The release was quantified as 2,000 pounds by Georgia-Pacific. The released mixture was not confined to the Facility.
 - v. On July 9, 1984, Ohio EPA Emergency Response personnel responded to an 8,000 pound release of a formaldehyde/phenol mixture to the atmosphere. The release was quantified as 10,000 pounds by Georgia-Pacific. Safety devices directed this discharge into the secondary containment system.
 - vi. On September 26, 1985, Ohio EPA Emergency Response personnel responded to a 7,000 gallon release of phenol. The release was quantified as 12,000 gallons by Georgia-Pacific. The spill was contained within a concrete dike area and recovered. According to Georgia-Pacific, 150 to 500 gallons were lost due to evaporation.
 - vii. On April 13, 1990, Ohio EPA Emergency Response personnel responded to a 558 gallon methanol release at the Facility. The source of this methanol leak was an underground transfer pipeline.
 - viii. On April 15, 1991, Georgia-Pacific reported a second leak from the underground methanol pipeline. According to the Ohio EPA Emergency Response investigation report, 1,000 gallons of methanol was recovered from this release.
- C. An October 1, 1979 letter from Georgia-Pacific to Ohio EPA proposed a two phase clean-up of the landfill area at the Facility. An Ohio EPA letter dated November 29, 1979 to Georgia-Pacific concurred with the proposal. A follow-up inspection by Ohio EPA on March 27, 1980 confirmed closure of the on-site landfill. Georgia-Pacific indicated in a U.S. EPA Notification of Hazardous Waste Site Form, dated May 7, 1981 and filled out in accordance with Section 103 (c) of CERCLA, that Hazardous Wastes (U-122 and U-188) had been disposed of in the on-site landfill. The form indicated disposal of 900 cubic feet of material, but Georgia-Pacific later revised its original estimate to several thousand cubic yards of waste resins.
- D. Since approximately 1979, Georgia-Pacific has operated an unlined two million gallon aerated biological pretreatment pond ("bio-pond") to serve as a wastewater pretreatment system for the resin process wastewater. The resin

process wastewater is a combination of two waste streams, one from the total distillate and one from the seal pit operations, with the reported average concentrations of 27,500 ppm of formaldehyde, 7,100 ppm of methanol, and 5,200 ppm of phenol. The bio-pond is permitted for discharge to the city of Columbus sanitary sewer system under Georgia-Pacific's industrial user discharge permit number 010060-1.

- E. Georgia-Pacific has monitoring and production wells on the Site. Georgia Pacific sampled four monitoring wells and one production well from May 1982 through June 1991. These wells have detected various levels of chemicals during this time, including formaldehyde - up to 25 ppm and phenol - up to 4.1 ppm.
- F. Sampling of fifteen residential wells in the vicinity of the Facility by the Columbus Health Department in May 1984 detected low levels of phenol (0.036 ppm) in the water well located at 2056 Watkins Road. Sampling of five residential wells by the health department in November 1990 detected trace levels of phenol (0.009 ppm each) in two water wells located at 2056 and 2149 Watkins Road.
 - i. The levels identified in the residential wells were below the U.S. EPA Region 9 Preliminary Remediation Goals established for tap water of 11.0 ppm for phenol.
 - ii. The levels identified in the residential wells were below the U.S. EPA Lifetime Health Advisory limit established at 2.00 ppm for phenol.
 - iii. The U.S. EPA 2006 Drinking Water Standards do not have a maximum contaminant level established for phenol.
- G. Sampling of five residential wells in the vicinity of the Facility by the Ohio EPA in March 1992 detected low levels of phenol ranging from 0.050 to 0.220 ppm, including 0.050 ppm at 2056 Watkins Road and 0.220 ppm at 2149 Watkins Road. Sampling of seven Watkins Road residential wells by Ohio EPA in December 1996 did not detect phenol above the laboratory detection limits of 0.010 ppm. The levels of phenol identified in Ohio EPA's sampling of the residential water wells appear to be below the levels described in Paragraph 6(F).
- H. The April 1990 underground methanol pipeline release was addressed through an administrative consent order, issued by the Director of Ohio EPA on October 29, 1990 to Georgia-Pacific for the performance of an interim

action.

- i. The extent of the second reported leak in April 1991 was not determined because Georgia-Pacific concluded that its remediation would be addressed by the interim action required by the October 1990 administrative consent order.
 - ii. Georgia Pacific ceased the interim action's ground water recovery operation in December 1991, stating the satisfaction of the terms required under the October 1990 administrative consent order. Ohio EPA agreed with the completion of work, and terminated the October 1990 administrative consent order on February 7, 1992.
- I. The Director of Ohio EPA issued another administrative consent order to the Respondent on December 22, 1994, to complete a remedial investigation ("RI") to determine the level and extent of contamination, and a feasibility study ("FS") to define and analyze appropriate remedial alternatives at the Site.
- i. Before the RI was completed, a batch reactor (Kettle #2) used to manufacture thermo set resin in the Facility's process area exploded on September 10, 1997. This explosion released approximately 1,400 pounds of a phenol/formaldehyde resin mixture over the grounds of the Site, and onto a limited area of the adjacent Sherwin-Williams property. As a result of the batch reactor explosion, additional areas of concern were investigated that were not part of the initial RI's scope of work.
 - ii. During the subsequent emergency response activities by Georgia-Pacific after the September 1997 explosion, the remaining proposed RI activities were completed at the Site. The emergency response activities included collecting soil samples, installing ground water monitoring wells, controlling the on-site perched ground water, excavating contaminated soils and removing the explosion-damaged facility structures. These activities were completed by Georgia-Pacific in November 1998 with the reconstruction of the resin process area.
 - iii. Because of the September 1997 explosion and subsequent emergency response activities before the completion of the RI, no baseline risk assessment was performed for the Site by Georgia Pacific. Instead, a risk exposure assessment using the U.S. EPA Region 9 Preliminary Remediation Goals found that the existing

contamination levels detected were below the residential exposure risks for direct soil contact and the public drinking water tap water levels for lifetime consumption of ground water. Therefore, the risk exposure assessment concluded that the Site's remaining contamination levels did not pose unacceptable risks to human and ecological receptors at levels sufficient to require further remedial actions. However, the closed landfill and the operating bio-pond were not included in this risk exposure assessment.

- iv. Ohio EPA approved the RI Report on September 27, 2001 and approved the FS Report on April 10, 2002. The health and environmental risks of the Site evaluated by Ohio EPA resulted from past releases of hazardous wastes and/or hazardous constituents and the materials released by the September 1997 batch reactor explosion into the surrounding air, soil and ground water. The RI characterized the nature and extent of the contaminants released at the Site and the potential risks to human health and safety and the environment. The RI revealed that the principal contaminants of concern are formaldehyde, methanol and phenol. Potential risk factors arising from these contaminants are due to the possible discharge of methanol and phenol into the ground water from the existing, active on-site biopond and the potential exposure of on-site workers (e.g., facility employees or contractors such as construction workers) to any residual soil contamination.

- J. On June 13, 2005, Georgia-Pacific reported to Ohio EPA the discovery of diesel fuel in the excavation area of the footer for the extension of the boiler room building at the Facility. The historical factory layout's detailed plans indicated that a diesel fuel underground storage tank with a vehicle dispenser was located near the excavated area. Therefore, this fuel release was under the jurisdiction of the Ohio State Fire Marshal, Bureau of Underground Storage Tank Regulations ("BUSTR"). BUSTR took the lead for the investigation and corrective action relating the diesel fuel release under Case No. 25010888. On August 9, 2006, BUSTR issued a No Further Action letter to Georgia-Pacific regarding further corrective action for the diesel fuel release.

- K. On January 26, 2006, Ohio EPA notified the public of its Preferred Plan for remediation of the Site and solicited public comments. The Preferred Plan summarized the information presented in the RI and FS prepared by Environmental Strategies Corporation on behalf of Georgia Pacific, and identified and explained Ohio EPA's preferred alternative for the remedial

action at the Site. The preferred remedial alternative in the Preferred Plan included the following elements:

- i. Institutional Control.
 - ii. Engineering Controls.
 - iii. Bio-pond decommissioning.
 - iv. Operation and Maintenance ("O&M") Plan.
- L. On March 14, 2006, Ohio EPA held a public meeting and hearing on the Preferred Plan. The public comment period for the Preferred Plan ended on April 24, 2006.
- M. On October 31, 2006, Ohio EPA issued a Decision Document, which selected the remedy for the Site. The Decision Document is attached hereto as Appendix A, and incorporated by reference herein.
- N. Results of the sampling by Ohio EPA of the water wells of eight Watkins Road residents in May of 2007 indicated no elevated levels of semi-volatile organic compounds or volatile organic compounds, including phenol. The residents were notified by Ohio EPA of these results in June of 2007.
- O. Respondent is a "person" as defined in ORC §§ 3734.01(G) and 6111.01(I) and is or has been an "owner" or "operator" of a "facility" as that term is defined in ORC § 3734.01(N).
- P. The Site is a location where hazardous waste was released or disposed.
- Q. Respondent has been a generator of Waste Material at the Site. The formaldehyde, methanol and phenol became Waste Material when they were released to the soil, ground water and surface water at the Site.
- R. Historically, because of their quantity, concentration, physical or chemical characteristics, the formaldehyde, methanol and phenol released at the Site constituted "hazardous wastes" as defined in ORC § 3734.01(J). The formaldehyde, methanol and phenol released at the Site constituted "industrial waste" or "other wastes" as defined in ORC §§ 6111.01(C) and (D).
- S. Conditions at the Site constituted a substantial threat to public health or safety as provided in ORC § 3734.20(B). Engineering controls have been

implemented by the Respondent to mitigate this threat.

- T. The ground and surface waters at the Site are "waters of the state" as defined in ORC § 6111.01 (H).
- U. The un-permitted discharge of Waste Material into waters of the state is prohibited under ORC §6111.04.
- V. The migration and threatened migration of Waste Material into the ground water and/or surface water at or from the Site, constitutes pollution of waters of the state.
- W. The Work required by these Orders will contribute to the prohibition or abatement of the discharge of Waste Material to waters of the state.
- X. Ohio EPA has incurred Response Costs and continues to incur Response Costs associated with the Site.
- Y. The actions to be taken pursuant to these Orders are reasonable and necessary to protect the public health or safety or the environment.
- Z. The Director has given consideration to and based his determination on evidence relating to the technical feasibility and economic reasonableness of complying with these Orders and to evidence relating to conditions calculated to result from compliance with these Orders, and their relation to the benefits to the people of the state of Ohio to be derived from such compliance.

V. GENERAL PROVISIONS

7. Objectives of the Parties

The objectives of the Parties in entering into these Orders are to protect public health and safety and the environment from the disposal, discharge, or release of Waste Material at the Site through the design, construction, operation and maintenance of the remedy as set forth in the Decision Document.

8. Commitment of Respondent

Without admission of fact, violation or liability, Respondent agrees to perform the Work in accordance with these Orders including but not limited to the SOW, all relevant guidance documents, and all standards, specifications, and schedules set forth in or developed pursuant to these Orders. Respondent also agrees to reimburse Ohio EPA for all Response

Costs and perform all other obligations of these Orders.

9. Compliance With Law

- A. All activities undertaken by Respondent pursuant to these Orders shall be performed in accordance with the requirements of all applicable federal, state and local laws and regulations, and in a manner consistent with the NCP.
- B. Ohio EPA expects that activities conducted pursuant to these Orders, if approved by Ohio EPA, would be considered necessary and consistent with the NCP.
- C. Where any portion of the Work requires a permit, license or other authorization, Respondent shall submit applications in a timely manner and take all other actions necessary to obtain such permit, license or other authorization. These Orders are not, and shall not be construed to be, a permit, license or other authorization issued pursuant to any statute or regulation.

VI. PERFORMANCE OF THE WORK BY RESPONDENT

10. Supervising Contractor

All Work performed pursuant to these Orders shall be under the direction and supervision of an employee or contractor with expertise in hazardous waste site investigation and remediation. Prior to the initiation of the Work, Respondent shall notify Ohio EPA in writing of the name of the supervising employee or contractor and any subcontractor to be used in performing the Work under these Orders.

11. Remedial Design and Remedial Action

- A. Within twenty-one (21) days of the effective date of these Orders, unless otherwise mutually agreed to by the Parties, Respondent shall meet with Ohio EPA to discuss the requirements of the RD/RA Work Plan.
- B. Within forty-five (45) days after the effective date of these Orders, unless otherwise specified in writing by Ohio EPA, Respondent shall submit to Ohio EPA a work plan and schedule for implementation of the Work required under the Performance of Work Section of these Orders. The RD/RA Work Plan shall provide for the design, construction, operation and maintenance of the remedy as set forth in the Decision Document.

- C. The RD/RA Work Plan shall be developed in conformance with the SOW, Appendix B of these Orders, and the guidance documents listed in Appendix C of these Orders, attached hereto and incorporated herein. If Ohio EPA determines that any additional or revised guidance documents affect the Work to be performed in implementing the RD/RA, Ohio EPA will notify Respondent, and the RD/RA Work Plan and other affected documents shall be modified accordingly.
- D. Should Respondent identify any inconsistency between any of the laws and regulations and guidance documents that Respondent is required to follow by these Orders, Respondent shall notify Ohio EPA in writing of each inconsistency and the effect of the inconsistencies upon the Work to be performed. Respondent shall also recommend, along with a supportable rationale justifying each recommendation, the requirement Respondent believes should be followed. Respondent shall implement the affected Work as directed by Ohio EPA.
- E. Ohio EPA will review the RD/RA Work Plan pursuant to the procedures set forth in the Review of Submittals Section of these Orders. Upon approval of the RD/RA Work Plan by Ohio EPA, Respondent shall implement the RD/RA Work Plan. Respondent shall submit all plans, reports, or other deliverables required under the approved RD/RA Work Plan, in accordance with the approved RD/RA schedule set forth therein, for review and approval pursuant to the Review of Submittals Section.

12. Health and Safety Plan

Within forty-five (45) days of the effective date of these Orders, Respondent shall submit to Ohio EPA for review and comment a health and safety plan developed in conformance with the guidance listed in Appendix C.

13. Operation and Maintenance Plan

The O&M Plan, including a schedule for implementation, shall be submitted in accordance with the approved RD/RA Work Plan. Ohio EPA will review the O&M Plan pursuant to the procedures set forth in the Review of Submittals Section of these Orders. Upon approval of the O&M Plan by Ohio EPA, Respondent shall implement the O&M Plan. Respondent shall submit all plans, reports, or other deliverables required under the approved O&M Plan, in accordance with the approved O&M schedule set forth therein, for review and approval pursuant to the Review of Submittals Section of these Orders.

VII. ASSURANCE OF ABILITY TO COMPLETE WORK

14. Within ninety (90) days of the effective date of these Orders, unless otherwise specified in writing by Ohio EPA, Respondent shall establish and maintain financial security in the amount of five hundred forty thousand dollars (\$540,000) in order to ensure performance and completion of the Work under these Orders. The financial security shall be a financial assurance mechanism approved by Ohio EPA.

15. Verification of the existence and adequacy of the approved financial assurance mechanism shall be submitted to the Ohio EPA annually by the Respondent on the anniversary of the effective date of these Orders, or upon the request of Ohio EPA. In the event that the Ohio EPA determines at any time that the financial assurance mechanism provided pursuant to this Section is inadequate, Respondent shall, within thirty (30) days of receipt of notice of Ohio EPA's determination, obtain and present to Ohio EPA another financial assurance mechanism to be approved by Ohio EPA. The Respondent may change the form of the financial assurance mechanism provided under this Section at any time, upon notice to and approval by Ohio EPA. Respondent's inability to demonstrate financial ability to complete the Work shall not excuse performance of any activities required under these Orders.

16. If Respondent can show that the estimated cost to complete the remaining Work has diminished below the financial security amount set forth in this Section, the Respondent may request that the amount of the financial security be reduced to the estimated cost of the remaining Work to be performed. This request for a reduction is available no more frequently than biannually. Information relied upon in calculating the revised estimate of costs must be provided with the request for reduction. A reduction in the amount of the financial security can only be made with the approval of the Ohio EPA.

VIII. LAND USE AND CONVEYANCE OF TITLE

17. Deed Notice

Within forty-five (45) days of the effective date of these Orders, Respondent shall record with the Franklin County Recorder's Office a deed notice for the Facility property that is owned by the Respondent (Appendix D). The deed notice shall be consistent with the template attached to these Orders and shall be approved by Ohio EPA. The deed notice shall reference the existence of these Orders, identify any security, monitoring, treatment, or containment systems present on the Facility property, and the need to contact the Respondent before any construction or excavation is undertaken at the Facility property. A copy of the recorded deed notice shall be submitted to Ohio EPA within thirty (30) days of recording the notice. Thereafter, if Respondent conveys any interest in the Facility property, each deed, title, or other conveyance instrument shall contain a notice stating that the Facility property is subject to these Orders and shall reference any security, monitoring,

treatment, or containment systems present on the Facility property as a result of these Orders. The Respondent shall record a new deed notice for the Facility property to reflect the subsequent construction of any security, monitoring, treatment or containment systems at the Facility property.

18. Environmental Covenant

Within forty-five (45) days after the effective date of these Orders, Respondent shall record, in the Franklin County Recorder's Office, the executed Environmental Covenant attached to these Orders as Appendix E. The Environmental Covenant must be recorded in the deed or official records of the Franklin County Recorder's Office. The terms and conditions of the Environmental Covenant are incorporated into these Orders and shall be binding upon Respondent.

19. Proof of Filing Environmental Covenant

Within forty-five (45) days after filing with the Franklin County Recorder's Office the executed Environmental Covenant, Respondent shall certify to Ohio EPA that the Environmental Covenant has been filed for recording, and shall include with the certification a file and date-stamped copy of the recorded Environmental Covenant. Upon each conveyance by Respondent of an interest in any portion of the Facility property, including but not limited to easements, deeds, leases and mortgages, Respondent shall include in the instrument of conveyance a restatement consistent with paragraph 10 of the Environmental Covenant. The terms and conditions of the Environmental Covenant are hereby incorporated into these Orders and shall be binding upon the Respondent. If the Environmental Covenant is violated or breached by Respondent, the Respondent shall be in violation of these Orders.

20. Land Use Self-Reporting Requirement

Respondent shall ensure that no portion of the Facility property will be used in any manner that would adversely affect the integrity of any security, monitoring, treatment or containment systems at the Facility property, or violate any activity and use limitations applicable to the Facility property under these Orders. Respondent shall submit on an annual basis, written documentation verifying that required elements of the preferred alternative in the Decision Document, Appendix A, are implemented and operational.

21. Notice of Transfer of Property

Prior to each conveyance by Respondent of an interest in any portion of the Facility property, including but not limited to easements, deeds, leases and mortgages, Respondent shall notify Transferee of the existence of the ground water monitoring system and activity

and use limitations in the Environmental Covenant, and shall provide a copy of these Orders and the Environmental Covenant to Transferee. Respondent shall notify Ohio EPA at least thirty (30) days in advance of each conveyance of an interest in any portion of the Facility property. Respondent's notice shall include the name and address of the Transferee and a description of the provisions made for the continued access to and maintenance of the security, monitoring, treatment and containment systems.

22. Confirmation of Conveyance

Within thirty (30) days after each conveyance of an interest in any portion of the Facility property, the Respondent shall submit to Ohio EPA, the following information:

- A. A copy of the deed or other documentation evidencing the conveyance;
- B. The name, address, and telephone number of the new property owner and the name, address, and telephone number of the contact person for the property owner;
- C. A legal description of the property, or the portion of the property, being transferred;
- D. A survey map of the property, or the portion of the property, being transferred;
- E. The closing date of the transfer of ownership of the property, or portion of the property.

IX. ADDITIONAL WORK

- 23. Ohio EPA may determine that in addition to the tasks defined in the approved RD/DA Work Plan, additional Work may be necessary to accomplish the Objectives of the Parties as provided in the General Provisions Section of these Orders and the SOW and guidance documents identified as Appendices B and C. Any additional Work proposed under this section shall not exceed the scope of the remedy selected in the Decision Document.
- 24. Within thirty (30) days of receipt of written notice from Ohio EPA that additional Work is necessary, unless otherwise specified in writing by Ohio EPA, Respondent shall submit a Work Plan and a schedule for the performance of the additional Work ("Additional Work Work Plan"). In addition, Respondent shall submit revisions for any other schedules impacted by the additional Work. To the extent the Respondent disputes that additional Work is necessary, Respondent shall initiate the procedures for dispute resolution set forth in the Dispute Resolution Section of these Orders

within fourteen (14) days after receipt of Ohio EPA's notification of the need for additional Work. The Additional Work Work Plan shall conform to the standards and requirements set forth in the documents attached to these Orders as Appendices B and C. Upon approval of the Additional Work Work Plan and schedule by Ohio EPA pursuant to the Review of Submittals Section of these Orders, Respondent shall implement the approved Additional Work Work Plan in accordance with the revised schedules contained therein.

25. In the event that Respondent determines that additional Work is necessary, Respondent shall submit an initial letter to Ohio EPA to explain why the additional Work is necessary, what the additional Work is, and what impact, if any, the additional Work will have on the overall Work schedule. If Ohio EPA concurs with the request for additional Work, Respondent shall submit an Additional Work Work Plan and schedule for the performance of additional Work. The Additional Work Work Plan shall conform to the standards and requirements set forth in the documents attached to these Orders as Appendices B and C. Upon approval of the Additional Work Work Plan and schedule by Ohio EPA pursuant to the Review of Submittals Section of these Orders, Respondent shall implement the approved Additional Work Work Plan in accordance with the schedules contained therein.

X. SAMPLING AND DATA AVAILABILITY

26. Unless otherwise agreed to by the Site Coordinators, Respondent shall notify Ohio EPA not less than seven (7) business days in advance of all sample collection activity. Upon request, Respondent shall allow split and/or duplicate samples to be taken by Ohio EPA or its designated contractor. Ohio EPA shall also have the right to take any additional samples it deems necessary. Upon request, Ohio EPA shall allow Respondent to take split and/or duplicate samples of any samples Ohio EPA takes as part of its oversight of Respondent's implementation of the Work.
27. Within seven (7) business days of a request by Ohio EPA, Respondent shall submit to Ohio EPA electronic copies of the results of all sampling and/or tests or other data, including raw data and laboratory reports, generated by or on behalf of Respondent with respect to the Site and/or the implementation of these Orders. An electronic copy shall be provided in a format approved by Ohio EPA. Respondent may submit to Ohio EPA any interpretive reports and written explanations concerning the raw data and laboratory reports. Such interpretive reports and written explanations shall not be submitted in lieu of laboratory reports and raw data. Should Respondent subsequently discover an error in any report or raw data, Respondent shall promptly notify Ohio EPA of such discovery and provide the correct information. Upon request, Ohio EPA agrees to provide Respondent electronic copies of the results of all sampling and/or tests or other data, including raw data and laboratory

reports, generated by or on behalf of Ohio EPA with respect to the Site and/or implementation of these Orders.

XI. ACCESS

28. Ohio EPA and its contractors shall have access at all reasonable times to the Site and any other property to which access is required for the implementation of these Orders, to the extent access to the property is controlled by Respondent. Access under these Orders shall be for the purposes of conducting any activity related to these Orders including but not limited to the following:
- A. Monitoring the Work.
 - B. Conducting sampling.
 - C. Inspecting and copying records, operating logs, contracts, and/or other documents related to the implementation of these Orders.
 - D. Monitoring compliance with use restrictions.
 - E. Conducting investigations and tests related to the implementation of these Orders.
 - F. Verifying any data and/or other information submitted to Ohio EPA.
29. To the extent that the Site or any other property to which access is required for the implementation of these Orders is owned or controlled by persons other than Respondent, Respondent shall use its best efforts to secure from such persons access for Respondents and Ohio EPA and its contractors as necessary to implement these Orders. Copies of all access agreements obtained by Respondent shall be provided to Ohio EPA upon request. If any access required to implement these Orders is not obtained within thirty (30) days of the effective date of these Orders, or within thirty (30) days of the date Ohio EPA notifies Respondent in writing that additional access beyond that previously secured is necessary, Respondent shall promptly notify Ohio EPA in writing of the steps Respondent has taken to attempt to obtain access. Ohio EPA may, as it deems appropriate, assist Respondent in obtaining access.
30. Notwithstanding any provision of these Orders, the State of Ohio retains all of its access rights and authorities, including enforcement authorities related thereto, under any applicable statute or regulation including but not limited to ORC §§ 3734.20 and 6111.05.

XII. DESIGNATED SITE COORDINATORS

31. Within seven (7) days of the effective date of these Orders, the Respondent shall notify Ohio EPA, in writing, of the name, address and telephone number of its designated Site Coordinator and Alternate Site Coordinator. If a designated Site Coordinator or Alternate Site Coordinator is changed, the identity of the successor will be given to the other Party at least seven (7) days before the changes occur, unless impracticable, but in no event later than the actual day the change is made.
32. To the maximum extent practicable, except as specifically provided in these Orders, communications between Respondent and Ohio EPA concerning the implementation of these Orders shall be made between the Site Coordinators. Respondent's Site Coordinator shall be available for communication with Ohio EPA regarding the implementation of these Orders for the duration of these Orders. Each Site Coordinator shall be responsible for ensuring that all communications from the other Party are appropriately disseminated and processed. Respondent's Site Coordinator or Alternate Site Coordinator shall be present on the Site or on call during all hours of Work at the Site.
33. Without limitation of any authority conferred on Ohio EPA by statute or regulation, the Ohio EPA Site Coordinator's authority includes but is not limited to the following:
 - A. Directing the type, quantity and location of samples to be collected by Respondent pursuant to an approved Work Plan.
 - B. Collecting samples.
 - C. Subject to paragraph 54 of these Orders (regarding confidential business information), observing, taking photographs, or otherwise copying information related to the implementation of these Orders, including the use of any mechanical or photographic device. In consideration of Respondent's site security concerns and confidential business information, Ohio EPA's Site Coordinator will inform Respondent's Site Coordinator or Alternate Site Coordinator before taking any photographs or copying information at the Facility. Respondent's Site Coordinator or Alternate Site Coordinator shall, at the time any such photographs are taken or information copied, inform Ohio EPA's Site Coordinator as to whether or not Respondent intends to assert a claim of confidential business information pursuant to Paragraph 54 of these Orders. If such a claim of confidential business information is made by the Respondent, Ohio EPA's Site Coordinator shall maintain as confidential any photographs taken or other information copied until a formal determination

regarding the confidentiality of such information is made by the Director. Nothing in this paragraph limits the ability of Respondent to make a claim of confidential business information regarding other information submitted or provided to Ohio EPA.

- D. Directing that the Work stop whenever the Site Coordinator for Ohio EPA determines that the activities at the Site may create or exacerbate a threat to public health or safety, or threaten to cause or contribute to air or water pollution or soil contamination.
- E. Conducting investigations and tests related to the implementation of these Orders.
- F. Subject to paragraph 54 (regarding confidential business information) and paragraph 55 (regarding privileged information) of these Orders, inspecting and copying records, operating logs, contracts and/or other documents related to the implementation of these Orders.
- G. Assessing Respondent's compliance with these Orders.

XIII. PROGRESS REPORTS AND NOTICE

- 34. Unless otherwise directed by Ohio EPA, Respondent shall submit a written progress report on the implementation of the Work to the Ohio EPA on an annual basis by the tenth (10) day following the anniversary of these Orders. At a minimum, the progress reports shall include:
 - A. A description of the Work performed during the reporting period including an estimate of the percentage of the RD/RA completed.
 - B. A list of all target and actual completion dates for each element of activity including project completion.
 - C. An explanation for any deviation from any applicable schedule.
 - D. Summaries of all findings and sampling during the reporting period.
 - E. Summaries of all changes made in the RD/RA during the reporting period, indicating consultation with Ohio EPA and date of approval by Ohio EPA of those changes, when necessary.
 - F. Summaries of all contacts with representatives of the local community, public

interest groups or government agencies during the reporting period.

- G. Summaries of all problems or potential problems encountered during the reporting period, including those that delay or threaten to delay completion of project milestones with respect to the approved work plan schedule or Remedial Action Implementation Plan schedule.
- H. Summaries of actions taken and/or planned to rectify or prevent problems.
- I. Summaries of actions taken to achieve and maintain cleanup standards and performance standards.
- J. Changes in personnel during the reporting period.
- K. Projected Work for the next reporting period.
- L. Copies of daily reports, inspection reports, sampling data, and laboratory/monitoring data, etc.
- M. The quantity and disposition of the following media treated, removed, or contained as part of remedial activities under these Orders:
 - i. Soil treated or removed – Soil treated or removed shall be reported by volume and soil contained shall be reported by area.
 - ii. Surface water load reduction - Load reduction shall address all contaminants of concern.
 - iii. Ground water treated, removed, or contained - Ground water treated shall be reported by volume and ground water contained shall be reported as an estimated area of the plume.
 - iv. Leachate treated, removed or contained - Leachate treated, removed or contained shall be reported by volume.
 - v. Sediments treated, removed, or contained - Sediments treated or removed shall be reported by volume and sediments contained shall be reported by area.
 - vi. Waste and debris treated, removed, or contained - Waste and debris shall be defined as regulated materials not otherwise covered in roman number i. through v. above. Waste debris treated or contained shall

be reported by either volume or area as appropriate.

- N. The disposition of contaminated soil, sediments, and waste material that was treated on or off site, or the disposal location for any quantity of contaminated ground water and/or surface water that was pumped and treated or disposed.
35. Progress reports (one copy only) and all other documents (two copies) required to be submitted pursuant to these Orders to Ohio EPA shall be sent to the following agency address:

David M. O'Toole
Ohio EPA, Central District Office
P.O. Box 1049
Columbus, Ohio 43216-1049

or 50 West Town Street, Suite 700
Columbus, Ohio 43215

Or e-mailed to David.O'Toole@epa.state.oh.us

All written correspondence to Respondent shall be directed to:

Ms. Julie B. Raming, Manager, Environmental Affairs
Georgia-Pacific Corporation
133 Peachtree Street, NE
P.O. Box 105605
Atlanta, Georgia 30348-5605

and

Mr. David Mason, Plant Manager
Georgia-Pacific Chemicals LLC
1975 Watkins Road
Columbus, Ohio 43207

A Party may designate an alternative contact name or address upon written notification to the other Party and in accordance with the Designated Site Coordinator Section of these Orders, if applicable.

XIV. REVIEW OF SUBMISSIONS

36. Ohio EPA shall review any work plan, report, or other item required to be submitted

pursuant to these Orders. Upon review, Ohio EPA may in its sole discretion: (a) approve the submission in whole or in part; (b) approve the submission upon specified conditions; (c) modify the submission; (d) disapprove the submission in whole or in part, notifying Respondent of deficiencies; or (e) any combination of the above. The results of Ohio EPA's review shall be in writing and provided to the Respondent. Approval or disapproval of submissions shall not be inconsistent with the NCP or with applicable federal or state statutes or regulations.

37. In the event of approval, approval upon condition, or modification of any submission by the Ohio EPA, Respondent shall proceed to take any action required by the submission as approved, conditionally approved, or modified by Ohio EPA.
38. In the event that Ohio EPA initially disapproves a submission, in whole or in part, and notifies Respondent in writing of the deficiencies, Respondent shall within thirty (30) days, or such longer period of time as specified by Ohio EPA in writing, correct the deficiencies and submit the revised submission to Ohio EPA for approval. The revised submission shall incorporate all of the undisputed changes, additions, and/or deletions specified by Ohio EPA in its notice of disapproval. Revised submissions shall be accompanied by a letter indicating how and where each of Ohio EPA's comments was incorporated into the submission. Any other changes made to the submission by Respondent shall also be identified in the letter. To the extent that Respondent disputes any changes, additions, and/or deletions specified by the Ohio EPA, Respondent shall initiate the procedures for dispute resolution set forth in the Dispute Resolution Section of these Orders, within fourteen (14) days after receipt of Ohio EPA's disapproval of a submission. Notwithstanding the disapproval, Respondent shall proceed to take any action required by a non-deficient portion of the submission.
39. In the event that Ohio EPA disapproves a revised submission, in whole or in part, and notifies Respondent in writing of the deficiencies, Respondent shall within thirty (30) days, or such longer period of time as specified by Ohio EPA in writing, correct the deficiencies and incorporate all changes, additions, and/or deletions, and submit the revised submission to Ohio EPA for approval. If Respondent fails to submit a revised submission incorporating all changes, additions, and/or deletions within thirty (30) days, or such period of time as specified by Ohio EPA in writing, Respondent shall be considered in breach and/or violation of these Orders. If Respondent is in breach and/or violation of these Orders, Ohio EPA retains the right to terminate these Orders, perform any additional remediation, conduct a complete or partial Remedial Design or Remedial Action and/or enforce the terms of these Orders as provided in the Reservation of Rights Section of these Orders.
40. All work plans, reports, or other items required to be submitted to Ohio EPA under

these Orders shall, upon approval by Ohio EPA, be deemed to be incorporated in and made an enforceable part of these Orders. In the event that Ohio EPA approves a portion of a work plan, report, or other item, the approved portion shall be deemed to be incorporated in and made an enforceable part of these Orders.

XV. DISPUTE RESOLUTION

41. The Site Coordinators shall, whenever possible, operate by consensus. In the event that there is a dispute about the adequacy of any work plan, report, or other item required to be submitted or Work or activity to be performed pursuant to the Additional Work Review of Submittals or Periodic Review Sections of these Orders, the Respondent shall have thirty (30) days from the date the dispute arises to invoke the dispute resolution procedures of this Section by notifying Ohio EPA in writing of the dispute. After Ohio EPA's receipt of such written notice of dispute, the Site Coordinators may, for the remainder of the thirty (30) day period, negotiate in good faith in an attempt to resolve the dispute. This thirty (30) day period may be extended by mutual agreement of the Parties; however, any such extension shall be confirmed in writing by Ohio EPA and any such negotiation period shall not exceed forty-five (45) days from the date of Ohio EPA's receipt of the written notice of dispute.
42. The dispute shall be considered to have arisen when a Respondent's Site Coordinator becomes aware of the disputed issue(s). If written notice is not provided within thirty (30) days from the date the dispute arises, the dispute resolution procedures may not be invoked for the disputed issue(s). Within thirty (30) days of Ohio EPA's receipt of the written notice of dispute, Respondent shall provide Ohio EPA with the rationale supporting the Respondent's position. If Ohio EPA concurs with the position of Respondent, then the Work plan, report or other item required to be submitted or Work or activity to be performed pursuant to these Orders shall be modified accordingly.
43. If Ohio EPA does not concur with Respondent, Ohio EPA's Site Coordinator shall notify the Respondent in writing that Ohio EPA does not concur. Upon receipt of such written notice, the Respondent shall have fourteen (14) days from receipt of the non-concurrence notification from Ohio EPA to provide a written statement of the dispute to the DERR Manager and request a formal resolution of the dispute. The Respondent's written statement instituting the formal dispute resolution procedure shall include the rationale supporting the position of the Respondent. If the Respondent does not provide such a statement, rationale and request within fourteen (14) days from receipt of Ohio EPA's non-concurrence notification, Ohio EPA will adopt the position of its Site Coordinator and the Work plan, report, other item required to be submitted pursuant to these Orders, or any other item subject to the dispute resolution procedures of this Section shall be modified accordingly. If the

Respondent provides such a statement, rationale and request within fourteen (14) days from receipt of Ohio EPA's non-concurrence notification, the DERR [District or Central Office] Manager shall review the written positions of the Parties and shall resolve the dispute based upon and consistent with these Orders including the SOW and any applicable approved Work plan, and other appropriate federal and state laws and regulations. In the event that Respondent disagrees with the DERR Manager's resolution of the dispute, and the matter is referred by Ohio EPA to the Ohio Attorney General for enforcement of compliance with these Orders, the parties agree that these Orders shall not be construed to preclude Respondent from raising any legal or equitable defense including, but not limited to, those based on Respondent's position regarding the dispute, in any such action to enforce compliance with these Orders.

44. The pendency of a dispute under this Section shall extend only the time period for completion of the tasks related to the matters in dispute, except that upon mutual agreement of the Parties, any time period may be extended as is deemed appropriate under the circumstances. Such agreement shall not be unreasonably withheld by Ohio EPA. Elements of the Work not affected by the dispute shall be completed in accordance with applicable schedules and time frames. The opportunity to invoke dispute resolution under the Dispute Resolution Section shall not be available to Respondent unless otherwise expressly provided in these Orders.

XVI. UNAVOIDABLE DELAYS

45. Respondent shall cause all Work to be performed in accordance with applicable schedules and time frames unless any such performance is prevented or delayed by an event that constitutes an unavoidable delay. For purposes of these Orders, an "unavoidable delay" shall mean an event beyond the control of Respondent that prevents or delays performance of any obligation required by these Orders and that could not be overcome by due diligence on the part of Respondent. Increased cost of compliance shall not be considered an event beyond the control of Respondent.
46. Respondent shall notify Ohio EPA in writing within ten (10) days after the occurrence of an event that Respondent contends is an unavoidable delay. Such written notification shall describe the anticipated length of the delay, the cause or causes of the delay, the measures taken and to be taken by Respondent to minimize the delay, and the timetable under which these measures will be implemented. Respondent shall have the burden of demonstrating that the event constitutes an unavoidable delay. A delay in performing Work attributed by Respondent to lack of access to property not owned by Respondent shall be considered by Ohio EPA in its determination whether such delay constitutes an unavoidable delay, provided that Respondent exercised its reasonable best efforts to obtain such access.

47. If Ohio EPA does not agree that the delay has been caused by an unavoidable delay, Ohio EPA will notify the Respondent in writing. To the extent that Respondent disputes Ohio EPA's conclusion that the delay was not unavoidable, Respondent shall initiate the procedures for dispute resolution set forth in the Dispute Resolution Section of these Orders, within fourteen (14) days after receipt of Ohio EPA's determination. Subject to the Dispute Resolution Section of these Orders, Ohio EPA reserves the right to terminate these Orders, perform any additional remediation, conduct a partial or complete Remedial Design and Remedial Action, and/or enforce the terms of these Orders in the event that Ohio EPA determines that the delay has not been caused by an unavoidable delay. If Ohio EPA agrees that the delay is attributable to an unavoidable delay, Ohio EPA will notify Respondent in writing of the length of the extension for the performance of the obligations affected by the unavoidable delay.

XVII. REIMBURSEMENT OF COSTS

48. Ohio EPA has incurred and continues to incur Response Costs in connection with the Site. Respondent shall reimburse Ohio EPA for all Response Costs incurred both prior to and after the effective date of these Orders.
49. Within thirty (30) days after the effective date of these Orders, Respondent shall remit a check to the Ohio EPA for \$121,728.36 for all Response Costs incurred prior to December 31, 2007.
50. For Response Costs incurred after December 31, 2007 and before January 1, 2010, Ohio EPA will submit to Respondent, in 2010, an itemized invoice of its Response Costs that time period. For Response Costs incurred after January 1, 2010, Ohio EPA will submit to Respondent on an annual basis an itemized invoice of its Response Costs for the previous year. Within thirty (30) days of receipt of such itemized invoice, Respondent shall remit payment for all of Ohio EPA's Response Costs for applicable time period.
51. Respondent shall remit payments to Ohio EPA pursuant to this Section as follows:
- A. Payment shall be made by certified check payable to "Treasurer, State of Ohio" and shall be forwarded to Office of Fiscal Administration, Attn: Brenda Case, Ohio EPA, P. O. Box 1049, Columbus, Ohio 43216-1049.
 - B. A copy of the transmittal letter and certified check shall be sent to the Fiscal Officer, DERR, Ohio EPA, P. O. Box 1049, Columbus, Ohio 43216-1049, and to the Site Coordinator.

- C. Each payment shall identify the name and address of the party making payment, the site name, and Ohio EPA's revenue number identified on the associated invoice.
52. To the extent the Respondent disputes the accuracy of the state of Ohio's request for reimbursement or whether costs are inconsistent with the NCP, Respondent shall initiate the formal dispute provisions of the Dispute Resolution Section, within thirty (30) days after receipt of Ohio EPA's request for reimbursement of costs. Should the Respondent dispute a portion of the response costs set forth in an itemized statement, but not all of the costs, Respondent shall timely pay the uncontested portion pursuant to the provisions of the Reimbursement of Costs Section.

XVIII. ACCESS TO INFORMATION

53. Upon request, Respondent shall provide to Ohio EPA within fourteen (14) days, copies of all documents and information within its possession or control or that of its contractors or agents relating to events or conditions at the Site including, but not limited to manifests, reports, correspondence, or other documents or information related to the Work.
54. Respondent may assert a claim that documents or other information submitted to Ohio EPA pursuant to these Orders are confidential under the provisions of OAC 3745-50-30(A) or ORC § 6111.05(A). If no such claim of confidentiality accompanies the documents or other information when it is submitted to Ohio EPA, it may be made available to the public without notice to Respondent.
55. Respondent may assert that certain documents or other information are privileged under the attorney-client privilege or any other privilege recognized by state law. If Respondent makes such an assertion, it shall provide Ohio EPA with the following: (1) the title of the document or information; (2) the date of the document or information; (3) the name and title of the author of the document or information; (4) the name and title of each addressee and recipient; (5) a general description of the contents of the document or information; and (6) the privilege being asserted by Respondent.
56. No claim of confidentiality shall be made with respect to any data or reports, including but not limited to laboratory or interpretive reports, and all sampling, analytical, and monitoring data, to the extent required to be submitted to Ohio EPA under these Orders.
57. Respondent shall preserve for the duration of these Orders and for a minimum of ten

(10) years after termination of these Orders, all documents and other information within its possession or control, or within the possession or control of its contractors or agents, which in any way relate to the Work notwithstanding any document retention policy to the contrary. Respondent may preserve such documents by microfiche, or other electronic or photographic device. At the conclusion of this document retention period, Respondent shall notify Ohio EPA at least sixty (60) days prior to the destruction of these documents or other information; and upon request, shall deliver such documents and other information to Ohio EPA.

XIX. PERIODIC REVIEW

58. Respondent shall conduct studies and investigations as requested by Ohio EPA in order to permit Ohio EPA to conduct reviews as to the effectiveness of the Remedial Action at least every five years as described in section 121(c) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended and any applicable regulations.
59. If Ohio EPA determines that information received, in whole or in part, during a review conducted pursuant to the Periodic Review Section of these Orders indicates that the Remedial Action is not protective of public health and safety and the environment, the Respondent shall undertake any further response actions Ohio EPA has determined are appropriate. Respondent shall submit a plan for such work to Ohio EPA for approval in accordance with the procedures set forth in the Review of Submittals Section of these Orders, within thirty (30) days of receiving a request from Ohio EPA to submit such a work plan.
60. Respondent may invoke the procedures in the Dispute Resolution Section to dispute (1) Ohio EPA's determination that the Remedial Action is not protective of public health and safety and the environment or (2) Ohio EPA's selection of further response actions as unlawful or unreasonable.

XX. MODIFICATIONS

61. These Orders may be modified by agreement of the Parties. Modifications shall be in writing, signed by the authorized representative of the Respondent and by the Director, and shall be effective on the date entered in the Journal of the Director of Ohio EPA.

XXI. INDEMNITY

62. Respondent agrees to indemnify, save, and hold harmless Ohio EPA from any and all claims or causes of action arising from, or related to, the implementation of these Orders or to events or conditions at the Site, including any acts or omissions of

Respondent, its officers, employees, receivers, trustees, agents, or assigns. Said indemnification shall not apply to acts or omissions of the state of Ohio, its employees, agents or assigns at, on, upon, or related to the Site if said acts are negligent, performed outside the scope of employment or official responsibilities, or performed with malicious purpose, in bad faith, or in a wanton or reckless manner. Ohio EPA shall not be considered a party to and shall not be held liable under any contract entered into by Respondent in carrying out the activities pursuant to these Orders. Ohio EPA agrees to provide notice to Respondent within thirty (30) days after receipt of any claim that may be the subject of indemnity as provided in this Section, and to cooperate with Respondent in the defense of any such claim or action against Ohio EPA.

XXII. OTHER CLAIMS

63. Nothing in these Orders shall constitute or be construed as a release from any claim, cause of action, or demand in law or equity against any person, firm, partnership, or corporation not a Party to these Orders, for any liability arising from, or related to, events or conditions at the Site.

XXIII. RESERVATION OF RIGHTS

64. Ohio EPA reserves the right to seek legal and/or equitable relief to enforce the terms and conditions of these Orders, including penalties against Respondent for noncompliance with these Orders. Except as provided herein, Respondent reserves any rights it may have to raise any legal or equitable defense in any action brought by or on behalf of Ohio EPA to enforce the terms and conditions of these Orders.
65. Ohio EPA reserves the right to terminate these Orders and/or perform all or any portion of the Work or any other measures in the event that the requirements of these Orders are not wholly complied with within the time frames required by these Orders.
66. Ohio EPA reserves the right to take any action against Respondents if conditions at the Site, previously unknown to the State, are discovered after the effective date of these Orders, or information is received, after the effective date of these Orders and these previously unknown conditions or this information shows that the remedy for the Site as set forth in the Decision Document is not protective of public health or safety or the environment.
67. Subject to the Agreement Not To Refer Section of these Orders, Ohio EPA reserves the right to take any action, including but not limited to any enforcement action, action to recover costs, or action to recover damages to natural resources, pursuant

to ORC Chapters 3734, 3745, or 6111, or any available legal authority as a result of past, present, or future violations of state or federal laws or regulations or the common law, and/or as a result of events or conditions arising from, or related to, the Site. Respondent reserves all defenses it may have to any of the actions that may be taken by Ohio EPA.

XXIV. AGREEMENT NOT TO REFER

68. During the implementation of these Orders, and provided Respondent is considered by Ohio EPA to be in compliance with these Orders, Ohio EPA agrees not to refer Respondent to the Ohio Attorney General's Office, or take administrative enforcement action against Respondent, for Work required by these Orders. Upon termination of these Orders pursuant to the Termination Section, Ohio EPA agrees to not refer Respondent to the Ohio Attorney General's Office, or take administrative enforcement action against Respondent for Work required under these Orders.

XXV. TERMINATION

69. Respondent's obligations under these Orders shall terminate upon approval in writing of Respondent's written certification to Ohio EPA that all Work required to be performed under these Orders including payment of Response Costs has been completed. The Respondent's certification shall contain the following attestation, "I certify that the information contained in or accompanying this certification is true, accurate, and complete." This certification shall be submitted by Respondent to Ohio EPA and shall be signed by a responsible official of Respondent. The termination of Respondent's obligations under these Orders shall not terminate the Respondent's obligations under the Reservation of Rights, Access to Information, Indemnity, Other Claims and Land Use and Conveyance of Title Sections of these Orders. Upon termination of these Orders in accordance with this section, and subject to the Reservation of Rights section of these Orders, Ohio EPA will release Respondent and its agents, assigns and successors from (1) any and all liability for Work required under these Orders and (2) any requirements to perform additional work at the Site pursuant to these Orders.

XXVI. WAIVER AND AGREEMENT

70. In order to resolve disputed claims, without admission of fact, violation, or liability, Respondent consents to the issuance of these Orders, and agrees to comply with these Orders.
71. Respondent hereby waives the right to appeal the issuance, terms and conditions, and service of these Orders and Respondent hereby waives any and all rights that it

may have to seek administrative or judicial review of these Orders either in law or equity.

72. Notwithstanding the limitations herein on Respondent's right to appeal or seek administrative or judicial review, Ohio EPA and Respondent agree if these Orders are appealed by any other party to the Environmental Review Appeals Commission, or any court, Respondent retains the right to intervene and participate in such appeal. In such event, Respondent shall continue to comply with these Orders notwithstanding such appeal and intervention unless these Orders are stayed, vacated or modified.

XXVII. EFFECTIVE DATE

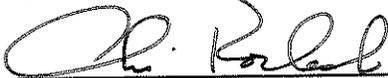
73. The effective date of these Orders shall be the date these Orders are entered in the Journal of the Director of Ohio EPA.

XXVIII. SIGNATORY AUTHORITY

74. Each undersigned representative of a Party to these Orders certifies that he or she is fully authorized to enter into these Orders and to legally bind such Party to these Orders.

IT IS SO ORDERED AND AGREED:

OHIO ENVIRONMENTAL PROTECTION AGENCY



Chris Korleski, Director
Ohio Environmental Protection Agency

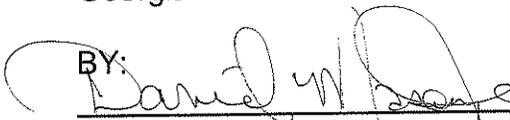
FEB 9 2010

Date

IT IS SO AGREED:

Georgia-Pacific Chemicals LLC

BY:



Name

Plant Manager

Title

19 January 2010

Date